

Article - Real Property

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§11A–125.

(a) Remedies provided by this title shall be liberally administered to the end that the aggrieved party is put in as good a position as if the other party had fully performed. However, consequential, special, or punitive damages may not be awarded except as specifically provided in this title or by other rule of law.

(b) A court, upon finding as a matter of law that a sales contract or a clause in a contract was unconscionable at the time the contract was made, may refuse to enforce the entire contract or refuse to enforce the remainder of the contract without such unconscionable clause or limit the application of any unconscionable clause in order to avoid an unconscionable result.

(c) If a developer or any other person fails to comply with any provision of this title or the time-share instrument, any person adversely affected by the failure to comply has a claim for appropriate relief. Punitive damages may be awarded for the willful and wanton failure to comply with this title. The court may also award reasonable attorney's fees to the prevailing party.

(d) Any purported conveyance, encumbrance, judicial sale, foreclosure sale, or other voluntary or involuntary transfer of a time-share made without the use period which is part of that time-share is void.

(e) Penalties and remedies provided in this title are in addition to penalties and remedies available under any other law.

(f) If any provision of this title or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect the other provisions or applications of this title which can be given effect without the invalid provisions or application, and to this end the provisions of this title are severable.

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